APPENDIX I

Minutes Of The Meeting Of The Industrial Commission Of Virginia

March 21, 1972

Present: Thomas P. Harwood, Jr., Chairman
M. E. Evans, Commissioner
Thomas M. Miller, Commissioner

It is ordered that Rule 13, Rules of the Industrial Commission, as heretofore amended, be, and it is hereby further amended, effective April 1, 1972, to read as follows:

Rule 13. Applications for Review on Ground of Change in Condition.—Applications for review under § 65.1-99 of the Act must be in writing and state the ground relied upon for relief. Reviews of awards on the ground of a change in condition shall be determined as of the date of the filing of the application in the offices of the Commission, except as provided in paragraphs two and three hereof.

All applications for hearing by an employer or insurer under § 65.1-99 shall show the date through which compensation benefits have been paid. No application shall be considered by the Commission until all compensation under the outstanding award has been paid to the date such application is filed with the Commission. Except, that in any case in which the employee has actually returned to work or has refused employment (§ 65.1-63), medical attention (§ 65.1-88), or medical examination (§ 65.1-91), compensation may be terminated as of the date the employee returned to work or refused employment, medical attention or medical examination, or as of a date fourteen days prior to the date the application is filed, whichever is

later. In such cases the application will be considered and determined as of the date of return to work, or refusal, or as of a date fourteen days prior to the date the application is filed, whichever is later. *All applications by an employer or insurer shall be under oath and shall not be deemed filed and benefits shall not be suspended until the supporting evidence which constitutes a legal basis for changing the existing award shall have been reviewed by the Commission, or such of its employees as may be designated for that purpose, and a determination made that probable cause exists to believe that a change in condition has occurred.*

All applications for hearing by an employee on the ground of further work incapacity shall be considered and determined as of the date incapacity for work actually begins, or as of a date fourteen days prior to the date the application is filed, whichever is later.

Industrial Commission Of Virginia
/s/ Thomas P. Harwood, Jr.
Chairman

APPENDIX II

PETITION FOR APPROVAL OF COMPROMISE SETTLEMENT

Your petitioners, John R. Dillard, by counsel, Roanoke Mills, Inc., Employer and Aetna Casualty and Surety Company, Insurer, pursuant to Sections 65.1-45 and 65.1-93 of the Code of Virginia, 1950 as amended, respectfully request approval by the Industrial Commission of Virginia of a compromise settlement as hereinafter set forth and represents unto the Industrial Commission as follows:

1. John R. Dillard sustained an injury by accident arising out of and in the course of his employment with Roanoke Mills, Inc. on March 15, 1971, which resulted in temporary-total disability of the claimant as is set forth in the various medical reports filed with the Industrial Commission and findings of the Commission at hearings prior to this date.

2. Despite medical reports indicating an ability of the claimant to return to work on several occasions, the claimant has not returned to Roanoke Mills, Inc. since the date of the accident.

3. Medical reports are now on file with the Industrial Commission which indicate that there is no organic problem or psychiatric problem with Mr. Dillard and he can, in fact, return to work. Also recent medical reports are on file with the Industrial Commission which indicate that there is an organic problem with Mr. Dillard and he can not, in fact, return to work.

4. The employee, John R. Dillard, maintains that he is still unable to work as a result of injuries received in the accident of March 15, 1971. The employer and insurer believe that he is able to return to work as of this date.

5. Up through July 21, 1972, the claimant has received in weekly benefits the sum of Two Thousand Four Hundred Eighteen and 86/100 Dollars ($2,418.86) and in medical payments the amount of Nine Hundred Twenty Three And 64/100 Dollars ($923.64).

6. Notwithstanding the foregoing disagreements, your petitionters have now reached a compromise agreement with full knowledge and understanding of the hereinstated facts and the general medical situation of the claimant by the terms of which compromise agreement the insurer would pay to the claimant, John R. Dillard, the additional sum of Four Thousand Two Hundred Forty-Three And 20/100 ($4,243.20) representing 102 weeks of benefits, payable as a lump sum, the employer and insurer to be released and forever discharged from any and all liability for any further compensation or medical expenses that are now due or may hereafter become due as a result of any claims arising from the accident and the injury to the claimant which occurred on March 15, 1971.

APPENDIX III

Virginia:

In The Industrial Commission of Virginia

JOHN R. DILLARD,

Claimant,

v.

ROANOKE MILLS, INC.,

Employer,

and

AETNA CASUALTY AND SURETY COMPANY,

Insurer.

ORDER

This day came the parties hereto and filed their petition for approval of compromise agreement whereby the employer and insurer will pay to John R. Dillard as a lump sum, the amount of Four Thousand Two Hundred Forty Three And 20/100 ($4,243.20) in consideration of the employer and insurer being forever released and discharged by the claimant from any compensation or medical payments that may be now due or hereafter become due by reason of the accident which occurred to the claimant on March 15, 1971.

Upon consideration whereof from statements made in the petition and by the parties in person and through counsel and the medical reports filed herein, the Commission being of the opinion that the best interest of the claimant would be served by approving the compromise settlement as set forth in the said petition,

It Is Ordered that the said agreement be and the same hereby is approved and it is Further Ordered that from

the sum of Four Thousand Two Hundred Forty Three And 20/100 ($4,243.20) nothing is to be paid to John Levy, attorney for the claimant for legal services rendered and that the balance in the sum of $4,243.20 be paid to John R. Dillard, claimant, as a lump sum.

It is Further Ordered that upon payment of the sum of Four Thousand Two Hundred Forty Three And 20/100 ($4,243.20), the said Roanoke Mills, Inc. and the Aetna Casualty and Surety Company shall be released and forever discharged from any and all liability upon them by reason of the injury to claimant which occurred on March 15, 1971.

Enter: August 7, 1972
/s/ THOMAS P. HARWOOD, JR.
Commissioner